

RESOLUTION NO. RS2019-1816

A resolution approving a dental provider service agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and DENTAQUEST USA Insurance Company, Inc. to allow the Metropolitan Public Health Department to become an in-network provider with TennCare EPSDT Dental Services.

WHEREAS, the Metropolitan Public Health Department is a provider of professional healthcare services; and,

WHEREAS, DENTAQUEST USA Insurance Company, Inc. issues and administers benefit plans covering the provision of healthcare services to individuals eligible to receive covered services under a TennCare benefit plan; and,

WHEREAS, the Metropolitan Public Health Department and DENTAQUEST USA Insurance Company, Inc. desire to enter into this dental provider service agreement for the Metropolitan Public Health Department to provide healthcare services to individuals eligible to receive covered services under a TennCare benefit plan; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this dental provider service agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the dental provider service agreement between DENTAQUEST USA Insurance Company, Inc. and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide healthcare services to individuals eligible to receive covered services under a TennCare benefit plan, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:



Talia Lomax-O'dneal
Finance Director

APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, appearing to read "Russ Pulley". The signature is written in a cursive style with a large initial "R" and "P".

Russ Pulley

Councilmember, District 25

REVISED
TDCI TennCare Oversight
May 22, 2019
Matter # 19-245

APPROVED
TDCI TennCare Oversight
June 5, 2019
Matter # 19-343, 19-344

APPROVED
TDCI TennCare Oversight
June 3, 2019
Matter # 19-243, 19-245, 19-246

DENTAQUEST USA INSURANCE COMPANY, INC
DENTAL PROVIDER SERVICE AGREEMENT for the TennCare EPSDT Dental Services

THIS AGREEMENT (hereinafter referred to as "Agreement"), effective as of date executed by DentaQuest ("Effective Date"), is made between DENTAQUEST USA INSURANCE COMPANY, INC. (hereinafter referred to as "DentaQuest") and _____ (hereinafter referred to as "Provider"). On the Effective Date, this Agreement supersedes and replaces any existing agreements between the parties relating to the provision of dental services to TennCare Enrollees.

WHEREAS, DentaQuest is contracted with the State of Tennessee, Department of Finance & Administration, Division of TennCare, (hereinafter referred to as TennCare, or the State) to be responsible for the financial, clinical and managerial aspects of the TennCare dental benefits management (DBM) program as set forth in the contract between TennCare and DentaQuest identified as Edison Contract ID #222275 ("DBM Contract"), and as may be amended from time to time;

WHEREAS, DentaQuest is a for profit company qualified to do business in Tennessee, which has the DBM Contract for the delivery of DBM services to TennCare Enrollees;

WHEREAS, Provider, has an unrestricted license to practice dentistry in the State of Tennessee and desires to provide dental services pursuant to the terms and conditions of this Agreement;

WHEREAS, this Agreement sets forth the minimum terms and conditions which the Provider must adhere to in order to participate in the State Medicaid/TennCare DBM Program and receive payment for services provided to individuals enrolled in the TennCare program; including maintaining active enrollment with the Division of TennCare for both individual and group Medicaid ID's as required by the Division of TennCare;

WHEREAS, the Provider requirements include, but are not limited to, the terms and conditions set forth in the DentaQuest TennCare EPSDT Office Reference Manual (ORM) and the Attachments hereto which are hereby incorporated into and made a part of this Agreement; and

WHEREAS, DentaQuest and Provider desire to enter into this Agreement in order to facilitate streamlined administration of the Agreement and to comply with requirements of Federal and State law.

NOW, THEREFORE, in consideration of the above and the promises hereinafter contained, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the terms shall have the respective meanings as stated in Attachment A-1 hereto. All other capitalized terms used herein but not defined shall have the meaning set forth in the Agreement.
2. **Obligations of DentaQuest**
 - a. **Operations.** DentaQuest shall conduct the day-to-day administrative operations as required by the DBM Contract, including but not limited to: drafting and negotiating contracts and provider agreements with Participating Providers; making benefit determinations; conducting actuarial analyses; setting, collecting and accounting for fixed periodic payments; processing claims; regulatory compliance and reporting; and marketing DentaQuest.
 - b. **Directories.** DentaQuest shall maintain a listing of Participating Providers and may include Provider's participation in Plan's network in provider directories and/or other publications intended for use of Enrollees, subject to approval by Plan.
 - c. **Benefit Changes.** DentaQuest shall notify Provider of changes in benefit provisions offered by the Plan.
 - d. **Quality Improvement.** DentaQuest shall operate, at its own expense, quality assurance, utilization review and Member grievance programs.

- e. Payment Processing. DentaQuest shall transmit payments to Provider in accordance with the terms and conditions of this Agreement, or as may otherwise be agreed upon between the parties in writing.
- f. Regulatory Compliance. Provider and employees and agents must meet the minimum requirements for participation in the Medicaid program as required by State and Federal regulations.
- g. Access to Care. DentaQuest shall conduct its administrative operations in a manner that does not encourage Provider to jeopardize Enrollee's access to care or the appropriate delivery of Covered Services to Enrollees.

3. Provider Obligations

- a. Provider shall render medically necessary, quality dental care to Enrollees in a professional manner in accordance with the requirements set forth herein, including those listed on Attachments hereto, and in accordance with the DentaQuest TennCare EPSDT Office Reference Manual (ORM).
- b. Provision of Services. Provider shall render to Enrollees all Covered Services as Medically Necessary and continue to provide Covered Services as Medically Necessary to Enrollees. In the event of a conflict between a Provider's opinion as to the appropriate standard of care and the TennCare medical necessity rules in 1200-13-16 the TennCare medical necessity rules shall provide the controlling standard. The standards of care shall be taken from published recommendations of nationally recognized authorities, such as: the American Dental Association; the American Academy of Pediatric Dentistry; and the American Association of Oral and Maxillofacial Surgeons. The standard of care for the community shall be recognized. Participating Dental Providers shall not differentiate or discriminate in the treatment of any Enrollee on the basis of race, color, sex, religion, national origin, age, handicap, health, economic status, or payment source. After the date of termination from participation, upon the request of DentaQuest, Provider shall continue to provide Covered Services as Medically Necessary to Enrollees for a period not to exceed ninety (90) days during which time payment will be made pursuant to Attachment A-2 for Covered Services provided. Provider shall make their services accessible to Enrollees during the same hours and with the same intensity as they do to non-Enrollees.
- c. EPSDT services of Enrollees under age 21 shall be made pursuant to 42 U.S.C. Sections 1396a(a)(43), 1396d(a) and (r) and 42 CFR Part 441, Subpart B. Provider will collaborate with DentaQuest on Enrollee outreach activities as applicable. Dental screens shall be in accordance with the latest periodicity schedule set forth by the American Academy of Pediatric Dentistry, and all components of the screens must be consistent with the latest recommendations by the American Academy of Pediatric Dentistry.
- d. Submission of Claims. Provider shall submit claims for dental services to DentaQuest in a manner and format prescribed by DentaQuest that comports with Federal and State law. Provider shall submit claims electronically to DentaQuest. If unable to submit claims electronically, paper claims must be submitted on a standard ADA claim form. Provider agrees to accept electronic payment and electronic remittance if/when available.
- e. Provider understands that payment by TennCare is conditioned upon the invoice and the underlying transaction complying with Medicaid laws, regulations, and program instructions (including, but not limited to, the Federal anti-kickback statute, and the Stark law and Federal requirements on disclosure, debarment and exclusion screening), and is conditioned on Subcontractor's compliance with all applicable conditions of participation in Medicaid. Provider understands and agrees that each invoice or bill submitted by Provider to TennCare constitutes a certification that Provider has complied with all applicable Medicaid laws, regulations and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark law), in connection with payment and the services provided under this Agreement.

- f. Policies and Procedures. Provider agrees to comply with the applicable policies and procedures of DentaQuest and the Bureau, Federal and State laws, rules and regulations, the DentaQuest TennCare EPSDT Office Reference Manual (ORM), current or future court orders, and any revisions of the aforementioned documents. These include, but are not limited to:
- i. adherence to all guidelines presented in the ORM, including but not limited to Dental Home, Performance Optimization, Existing Patients Only (EPO), Full Time Employment (FTE) and Hospital privileges;
 - ii. assignment of TennCare Enrollees to contracted dentists conforming to a dental home model including but not limited to criteria and expectations as outlined in the DentaQuest TennCare EPSDT office reference manual (ORM);
 - iii. limitation of Provider office locations only with respect to treating TennCare Enrollees, at the discretion of DentaQuest, based upon quality of care rendered at the primary office location and Provider network adequacy;
 - iv. claims processing, credentialing, quality or cost containment standards established by DentaQuest.

Contracted General Dentists shall provide the full range (comprehensive scope) of dental services to Enrollees and not limit services primarily to diagnostic and/or preventive except in recognized public health programs approved by DentaQuest or TennCare. Provider agrees to refer patients that require covered specialty services that the Provider does not perform (e.g. oral surgery, endodontics, prosthetics, periodontics, etc.) only to dental specialists designated by DentaQuest.

- g. Records. Provider agrees:

To maintain an adequate record system for recording services, servicing providers, charges, dates and all other commonly accepted information elements for services rendered to Enrollees pursuant to the Agreement (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of services performed under the provider agreement). Such records must be legible and appropriately signed by the rendering Provider.

- i. Whether announced or unannounced, Provider shall cooperate and provide the Bureau, DentaQuest, government agencies and any external review organizations ("Oversight Entities") with access to each Enrollee's dental records for the purposes of quality assessment, service utilization and quality improvement, investigation of Enrollee complaints or grievances or as otherwise is necessary or appropriate.
- ii. Provider shall provide such information and data as DentaQuest, or an Oversight Entity may request, including, but not limited to, encounter data, utilization data, and referral data.
- iii. To provide, at no cost to the Enrollee or the Enrollee's new or different dental provider, all Enrollee's dental/medical records. Upon written request accompanied by a HIPAA-compliant authorization for release by an Enrollee, Provider agrees to transfer the information in such Enrollee's health care records to the person specified by the Enrollee at no charge.
- iv. That Provider shall maintain any and all Enrollee records for a period not less than ten (10) years, or the minimum period required by applicable Federal and State law, following the termination of this Agreement or, if such records are under review or audit, until such review or audit is complete.
- v. That upon termination of this Agreement for any reason, Provider shall make available to any Oversight Entities, including but not limited to the Office of the Comptroller of the Treasury, and any health oversight agency, such as TennCare, OIG, the Tennessee Bureau of Investigation Medicaid Fraud Control Unit (TBI, MFCU), Department of Health and Human Services Office of the Inspector General, Department of Justice, the State fraud agency, the United States Department of Health and Human Services, the Comptroller General of the

United States, and/or their duly authorized representatives, in a useable form, all records, whether dental/medical or financial, related to Provider's activities undertaken pursuant to the terms of this Agreement at no cost to the requesting entity. Matter # 19-243, 19-245, 19-246

- vi. Provider shall provide Oversight Entities access to any books, documents, papers and records which are related to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.
- vii. That Provider shall allow duly authorized agents or representatives of Oversight Entities, including TennCare, U.S. Department of Health and Human Services, Tennessee State Board of Dentistry, Tennessee Bureau of Investigation (TBI) State auditors, and other agencies as designated by TennCare, to evaluate through inspection during normal business hours, and access to Provider's premises to inspect, audit, monitor or otherwise evaluate the performance of Provider's contractual activities and shall forthwith produce all records requested as part of such review or audit at no cost to the reviewing entity. In the event right of access is requested under this paragraph, Provider shall, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate personnel conducting the audit or inspections effort. All inspections or audits shall be conducted in a manner as will not unduly interfere with the performance of Provider's activities. All information so obtained will be accorded confidential treatment as provided under applicable law. Oversight Entities and/or their duly authorized representatives shall be allowed access to evaluate through inspection or other means, the quality, appropriateness and timeliness of services performed under this Agreement.
- viii. That while DentaQuest shall make every effort to maintain accurate information, DentaQuest shall not be liable for any damages directly or indirectly due to typographical errors. Provider agrees to immediately notify DentaQuest of any errors.
- h. Authority of Provider. Provider represents and warrants that Provider has full authority to bind Provider to the terms and conditions of this Agreement.
- i. Insurance. Provider is a political subdivision of the State of Tennessee. Provider is self-insured and governed by the provisions of the Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101 et seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State or other person, agency, or entity beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- j. Clinical Laboratory Improvement Amendments. Provider shall refer all authorized laboratory tests and procedures to a laboratory that has been issued (A) either a certificate of registration under The Clinical Laboratory Improvement Amendments ("CLIA"), a certificate waiver under CLIA, or a certificate of accreditation under CLIA, and (B) a CLIA identification number. A laboratory that has been issued a certificate of waiver may perform only the tests and procedures permitted under its waiver.
- k. Medicaid Number. Any Provider participating in the TennCare program shall have his/her own distinct and valid TennCare Medicaid number.
- l. Appointment Status. Provider shall ensure Enrollees are offered appointments according to the following DentaQuest requirements: within three (3) weeks if routine asymptomatic and 48 hours if urgent.
- m. Enrollee Appeals. Provider shall comply with the appeal process by providing all required records and documentation in a timely fashion as provided by the Contractor Risk Agreement, TennCare Rules, and federal regulations. This includes, but is not limited to assisting an Enrollee by providing appeal forms and contact information including the appropriate address for submitting Enrollee appeals.

- n. Ownership and Disclosure Requirements of Provider Dental Practices: TennCare requires that dental practices providing services to TennCare Enrollees be controlled by dentists licensed by the State of Tennessee ("licensed dentists"). The term "control" includes but is not limited to ownership and partnership interests. No practice in which any ownership or any partnership interests are controlled by a non-licensed dentist(s) shall become, or remain, a Provider in the TennCare dental benefits program. Change in ownership of any Provider or practice that is covered by this Agreement requires a re-credentialing of the practice. A change in ownership which results in any unlicensed dentists or any other individuals who are not licensed having any practice ownership or control shall preclude the entity from being re-credentialed, or remaining credentialed with DentaQuest and the TennCare program.

Providers shall disclose, to TennCare, the Comptroller General of the United States and CMS, full and complete information regarding ownership, financial transactions and persons convicted of criminal activity related to Medicare, Medicaid, or the Federal Title XX programs in the time and manner set forth in accordance with Federal and State requirements, including but not limited to 42 CFR § 455.101 et seq.; 42 CFR § 1001.1001 and 42 CFR§ 455.436. These disclosures shall be made on the form provided by TennCare. The Provider and its subcontractors shall collect the disclosure of health care-related criminal conviction information as required by 42 CFR§ 455.106 and establish policies and procedures to ensure that applicable criminal convictions are reported timely to the State. Disclosures must be collected upon initial contracting, re-verification, change in ownership, or as directed by TennCare. Providers shall disclose business transaction information upon request and as otherwise specified in Federal and State regulations.

Providers shall screen their employees and contractors initially and on an ongoing monthly basis to determine whether any of them has been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal health care programs (as defined in Section 1128B(f) of the Social Security Act) and not employ or contract with an individual or entity that has been excluded. The Provider shall be required to immediately report to the DentaQuest any exclusion information discovered. The Provider shall be informed that civil monetary penalties may be imposed against Providers who employ or enter into contracts with excluded individuals or entities to provide items or services to TennCare Enrollees.

Providers shall report overpayments and, when it is applicable, return overpayments within sixty (60) days from the date the overpayment is identified. Overpayments that are not returned within sixty (60) days from the date the overpayment was identified may result in a penalty pursuant to State or Federal law.

- o. Deficit Reduction Act. Provider shall comply with Section 6032 of the Deficit Reduction Act of 2005 (DRA) with regard to policy development, employee training and whistle blower protection related to The False Claims Act, 31, U.S.C. § 3729-3733, et seq, if applicable.

4. **Professional Requirements**

- a. Provision of Services. Provider and employees or agents rendering services to Enrollees shall be appropriately licensed to render such services as required by State or Federal law or regulatory agencies, and such licenses shall be maintained in good standing. Provider shall provide DentaQuest a copy of said license(s) upon execution of this Agreement.
- b. Restriction of Licensure. Provider shall notify DentaQuest within two (2) business days of the loss or restriction of his/her DEA permit or dentistry license or any other action that limits or restricts Provider's ability to practice dentistry.
- c. Professional Training. Provider and all employees or agents rendering services to Enrollees shall possess the education, skills, training, physical and mental health status, and other documented qualifications necessary to lawfully provide dental patient care, including but not limited to current licensure, registration, and certifications.

- d. Professional Standards. Provider and employees or agents rendering services to Enrollees shall provide dental care which meets or exceeds the standard of care for dentists in the region, and shall comply with all standards for dentists as established by any State or Federal law or regulation.
- e. Continuing Education. Provider and employees or agents rendering services to Enrollees shall comply with continuing education standards as required by State or Federal law or regulatory agencies.
- f. Regulatory Compliance. Provider shall meet the minimum requirements for participation in the Medicaid program as provided by the State.

5. Payment Arrangement

- a. Compensation. Following receipt of payment from State, DentaQuest shall pay Provider according to the Dental Panel Reimbursement Attachment to this Agreement. Provider shall accept payment or appropriate denial made by DentaQuest (or, if applicable, payment by DentaQuest that is supplementary to the Enrollee's third party payor) plus the amount of any applicable cost sharing responsibilities, as payment in full for Covered Services provided and shall not solicit or accept any surety or guarantee of payment from the Enrollee in excess of the amount of applicable cost sharing responsibilities. Enrollee shall include the patient, parent(s), guardian, spouse or any other legally responsible person of the Enrollee being served;
- b. Hold Harmless. Provider agrees and warrants that in no event, including, but not limited to, nonpayment by DentaQuest, DentaQuest insolvency, or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against any Enrollee or persons acting on their behalf for providing Covered Services. This provision does not prohibit Provider from seeking to collect co-insurance, copayments or deductibles from Enrollees or fees for non-covered services delivered on a fee-for-service basis to Enrollees as well as services received by ineligible persons in accordance with the terms of this Agreement and the Policies and Procedures of DentaQuest. Provider agrees that they shall hold the Enrollees harmless and shall not bill the Enrollee for non-covered services if the services are not covered as a result of any error or omission by Provider.

Provider also agrees that this hold harmless and warranty provision herein shall:

- i. survive the termination of the Agreement regardless of the cause giving rise to termination, and
- ii. supersede any oral or written contract agreement heretofore entered into between Provider, DentaQuest, Plan and Enrollees or designees.

To the extent permitted by applicable law, Provider shall hold the State of Tennessee, Enrollees and the State agencies financially harmless from unpaid claims for Covered Services and not seek payment from the State of Tennessee, Enrollees or State agencies if DentaQuest will not pay for Covered Services performed by Provider under this Agreement.

- c. State/Federal Laws. Provider shall comply with all applicable State and Federal laws, including applicable current and future Medicaid and Medicare laws, rules, and CMS instructions, pertaining to Provider and Provider's dental practice. Any changes in applicable Federal and State laws and regulations, TennCare rules and policies and Contractor policies or revisions to the DentaQuest TennCare EPSDT Office Reference Manual or current or future court orders, and revisions of such laws or regulations shall be followed as they become effective. In the event that there are changes in the Agreement as a result of revisions and applicable Federal or State law that materially affect the position of either party, DentaQuest and Provider agree to negotiate further any amendment as may be necessary to correct any inequities.
- d. Co-payment Limits and Enrollee Charges for Non-covered Services. No deductibles or co-payments are

permitted for Medicaid covered services. A Provider shall be permitted to charge an eligible Enrollee for goods or services which are not covered only if the Enrollee knowingly elects to receive the goods or services and enters into an agreement in writing to pay for such goods or services prior to receiving them. For purposes of this section, non-covered services are services not covered under the Medicaid state plan, services which are provided in the absence of appropriate authorization and services which are provided out-of-network unless otherwise specified in the contract, policy or regulation (e.g., family planning, mental health or emergency room services).

- e. Coordination of Benefits. Provider shall notify DentaQuest whenever he/she has reason to believe an Enrollee may be entitled to coverage under any other health benefit plan and shall assist DentaQuest in obtaining information for the coordination of benefits when an Enrollee holds other coverage. If an Enrollee is also covered by another dental plan, and DentaQuest determines it is the primary carrier, the Provider agrees that DentaQuest's obligation to Provider will not exceed the compensation described in this Agreement for the Covered Services in question. If a Enrollee is also covered by another health benefit plan and DentaQuest determines that it is the secondary carrier, the Provider agrees that DentaQuest's obligation shall not exceed the compensation described in the Agreement for the Covered Services in question and that Provider will refund (reduced by any payments the Enrollee may have made to Provider) the aggregate compensation Provider received from the other health benefits plan for the Covered Services in question.
- f. Other Coverage. Provider agrees that payment defined in **Attachment A-2** shall be his/her sole compensation for rendering Covered Services as Medically Necessary to Enrollees. In the event that there is third party liability for a service that Provider furnished to an Enrollee, all other monies received by him/her from any other worker's compensation and/or auto, health, property/casualty insurance company must be reported and turned over to the DentaQuest subrogation department.
- g. Missed Appointment. Provider shall not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from or have any recourse against an Enrollee or persons acting on their behalf for missed appointments. Provider shall not be required to accept or continue treatment of an Enrollee with whom Provider feels he/she cannot establish and/or maintain a professional relationship, or is beyond the scope of Provider's expertise or ability.
- h. State Reimbursement. Compensation of Provider by DentaQuest is subject to, and dependent upon, DentaQuest's receipt of proper claims payment from the State. In the event of nonpayment by the State, DentaQuest reserves the right to withhold or recover payment to Provider for all claims not paid by the State. Once DentaQuest has received the outstanding amount for such claims from the State, DentaQuest will reimburse Provider according to the terms of this Agreement. Provider must supply the name and address of the official payee to whom payment shall be made.
- i. Continuation of Care. Provider agrees to complete any treatment in progress for continuation of care cases and cases in mid-treatment for a newly enrolled Enrollee that authorizes Provider to request prior treatment records. DentaQuest agrees to negotiate fees in good faith for partial cases/treatment.

6. Quality Management

- a. Cooperation with Quality Programs. Provider shall cooperate with and participate in the utilization review, quality assurance, credentialing, grievance, peer review, claims processing, and audit procedures established by DentaQuest, and shall comply with all final determinations rendered by such procedures.
- b. Re-credentialing. Provider shall cooperate with the re-evaluation of their credentials at such intervals, as DentaQuest shall determine, but not more frequently than every two years. Such evaluation may take into account a review of Provider's past performance and practice patterns, and a review of dental records and evaluations pertaining to Provider's participation in the delivery of dental care.
- c. Audit of Records. DentaQuest, and all applicable State and Federal agencies shall have access at reasonable times and upon demand, to inspect the books, records and papers of Provider for the purpose of auditing and evaluating and determining on a concurrent or retrospective basis the necessity or appropriateness of health

services provided to Enrollees. DentaQuest, or State and Federal agencies or their designees shall also have the right to inspect, upon demand and at reasonable times, Provider's facilities pursuant to quality management programs or peer review programs. Provider shall provide copies of medical records to DentaQuest, or State and Federal agencies or their designees upon request. Copying and delivery expenses associated with compliance with this Agreement shall be the responsibility of Provider.

- d. Regulatory Agency Oversight. Nothing in the Agreement shall be construed to limit: (a) the authority of DentaQuest and all applicable state and federal agencies to ensure the Provider's participation in and compliance with quality assurance, utilization management, Enrollee grievance and other systems and procedures; (b) any applicable regulatory agency's authority to monitor the effectiveness of such systems and procedures; or (c) authority to sanction or terminate a Provider found to be providing inadequate or poor quality care or failing to comply with systems, standards or procedures.

The Provider acknowledges and agrees that any delegation under a contract of quality assurance, utilization management, credentialing, provider relations and other dental management programs, shall be subject to the State's oversight and monitoring of DentaQuest's performance. The Provider further acknowledges and agrees that the State, upon the failure of DentaQuest to properly implement and administer such systems or to take prompt corrective action after identifying quality, Enrollee satisfaction or other problems, may terminate this Agreement and that, as a result of such termination, the Provider's participation may also be terminated.

7. Independent Contractors

- a. Professional Relationship. Provider is an independent contractor and is responsible for maintaining a professional relationship with Enrollees. Provider is responsible for his/her own acts or omissions in his/her professional practice of dentistry, as well as those acts or omissions of his/her employees and agents. No action by DentaQuest has, or is intended to have, the effect of infringing upon Provider's care and treatment of the Enrollee, including without limitation all decisions with respect to administration, treatment or discharge of such Enrollee.
- b. Appropriate Treatment. DentaQuest allows open Provider-Enrollee communication regarding appropriate treatment alternatives. Provider shall not be penalized for discussing Medically Necessary or appropriate patient care. A determination by DentaQuest that a particular course of treatment is not a Covered Service does not relieve Provider from providing or recommending such care to Enrollees as he/she deems to be appropriate and that determination may not be considered to be a medical determination made by DentaQuest.

8. Provider Credentialing

Provider shall supply all information requested by DentaQuest for the purpose of credentialing Provider, and Provider must be approved for participation by DentaQuest in writing before rendering Covered Services to Enrollees. Providers must consent to a criminal background check including fingerprints if requested.

9. Term and Termination

- a. Term. This Agreement shall begin on the Effective Date and shall end one (1) year from such date. Thereafter, this Agreement shall automatically renew annually for up to four (4) additional and successive one (1) year periods unless either party provides written notice of its intent not to renew, or unless the Agreement is otherwise terminated as provided herein.
- b. Termination. This Agreement may be terminated as follows:
- i. By DentaQuest upon thirty (30) days prior written notice without cause.
 - ii. By Provider upon sixty (60) days prior written notice without cause.

iii. By either party, in the event of a material breach of this Agreement by the other party, upon sixty (60) days prior written notice to the other party.

iv. This Agreement may also be terminated by Provider in accordance with Section 10.c. below.

v. Upon the occurrence of any of the following events with respect to Provider, DentaQuest has the option to immediately terminate this Agreement and Provider's designation as a Participating Provider:

1. the death of Provider;
2. the loss or suspension of the dental license of Provider;
3. the loss or suspension of Provider's drug enforcement administration license, or the loss of Provider's unrestricted prescribing privileges;
4. the loss of Provider's liability insurance;
5. the Provider being restricted from receiving payments from Medicare or Medicaid;
6. the Provider is convicted of any felony;
7. the Provider is convicted of any offense involving DentaQuest;
8. the failure of the Provider to meet any quality assurance, credentialing, or grievance program requirements of DentaQuest, or any State or Federal regulatory agency or their designees;
9. the Provider intentionally and purposefully does not comply with the referral and notification requirements of DentaQuest, or any State or Federal regulatory agency or their designees;
10. the Provider fails to cooperate with DentaQuest in the provision of Medically Necessary, cost-effective, quality services to Enrollees;
11. the Provider is found to be harming Enrollees;
12. any adverse regulatory finding with respect to Provider;
13. the Provider makes a material misrepresentation during the registration or credentialing process;
14. the Provider makes a material misrepresentation on an authorization request.

c. Effect of Termination. In the event of termination of this Agreement, Provider agrees to complete any treatment in progress and/or assist in the orderly transfer of Enrollees to another provider, as requested by DentaQuest. Provider must provide timely notification to all Enrollees affected by Provider's termination.

Termination of a Provider shall be effective as of the date of written notification and any properly billed, Medically Necessary services provided before the effective date shall be processed as if the Provider were still a Participating Provider.

10. Miscellaneous

a. Hold Harmless. The State of Tennessee, including its political subdivisions such as Provider as well as

the University of Tennessee, is prohibited by law from agreeing to provide indemnity. In addition, the General Assembly for the State of Tennessee does not authorize the State agencies or employees to provide, carry, or maintain commercial General Liability Insurance or Medical, Professional or Hospital Liability Insurance. Claims against the State of Tennessee, or its employees, for injury, damages, expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in the manner prescribed by law. See Tenn. Code Ann. §§ 8-42-101 et seq., 9-8-101 et seq., 9-8-301 et seq., and 9-8-410 et seq.

- b. Non-exclusivity. This Agreement is not an exclusive contract and DentaQuest may contract with other providers of dental services. Provider may contract with other dental plans. This Agreement shall be regarded as confidential and its terms or contents shall not be disclosed to any other party unless agreed to in writing by DentaQuest; except, however, Provider may disclose the contents of this Agreement to the legal representative of Provider without the consent of DentaQuest.
- c. Amended or Restated Agreement. Any material amendment or restatement of this Agreement requires prior written approval from TennCare or the Tennessee Department of Commerce and Insurance (TDCI). DentaQuest may amend or restate this Agreement by sending a copy of the amendment or restated agreement to Provider at least thirty (30) days prior to the effective date of such amendment or restated agreement. If Provider does not provide to DentaQuest in writing Provider's intent to terminate this Agreement ("Written Termination Notice") within the thirty (30) day period following Provider's receipt of such amendment or restated agreement (the "Amendment Notice Period"), Provider shall be deemed to have accepted the proposed amendment or restated agreement. If Provider provides the Written Termination Notice to DentaQuest within the Amendment Notice Period, the Agreement shall terminate on the earlier of the date which is (a) sixty (60) days after Provider provides the Written Termination Notice to DentaQuest or (b) agreed upon in writing by the Provider and DentaQuest. Upon providing DentaQuest with a Written Termination Notice, Provider shall not be required to comply with the terms of the amended or restated agreement and shall notify Enrollees covered by this Agreement that this Agreement has been or will be terminated. Notwithstanding the foregoing, Provider shall have no right to terminate this Agreement pursuant to this Paragraph c of this Section 10 to the extent that the amendment or restatement at issue is required to be adopted in order to comply with State or Federal law.
- d. Amendment Change in Status. Provider shall provide DentaQuest with thirty (30) days advance written notice of any closure of their practice to additional Enrollees, or new location at which Provider anticipates seeing Enrollees.
- e. Waiver of Breach. The waiver by either party of a breach of violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.
- f. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Tennessee.
- g. Responsibility for Actions. Each party shall be responsible for any and all claims, liabilities, damages, or judgments that may arise as a result of its own negligence or intentional wrongdoing.
- h. Severability. The invalidity or unenforceability of any term of condition shall in no way affect the validity or enforceability of the remainder of this Agreement.
- i. Dispute Resolution. Provider is a political subdivision of the State of Tennessee and is prohibited from waiving any rights or remedies except as permitted by Constitution or legislature. However, Provider may choose to pursue the TennCare Provider Independent Review of Disputed Claims process available to Provider to dispute claims denied in whole or in part by DentaQuest as provided at T.C.A. § 56-32-126(b). See Attachment A Section 8.0 of this Agreement.
- j. Notice. Any notices required to be given pursuant to the terms and provision hereof shall be sent by mail, addressed to DentaQuest at:

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k. DentaQuest USA Insurance Company, Inc.
Attn: Provider Information
PO Box 2906 Milwaukee, WI 53201-2906

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and to the Provider at the address stated herein or as he/she may otherwise notify DentaQuest in writing.

- l. Form. All words used herein in the singular number shall extend to and include the plural. All words used in the plural numbers shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- m. Entire Agreement. This Agreement, together with all subordinate and other documents and exhibits incorporated herein, constitutes the final and entire expression of the Agreement between the parties with respect to the subject matter contained herein and expressly supersedes all prior and contemporaneous representations, statements, drafts, correspondence or similar understanding or documents. If any requirement in this Agreement is determined by TennCare to conflict with the Contract between TennCare and DentaQuest, such requirement shall be null and void and all other provisions shall remain in full force and effect.

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THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written below:

Legal Entity Name & Address

DentaQuest USA Insurance Company

Entity Name Metro Public Health Dept

Address 2500 Charlotte Avenue

Nashville TN 37209

Phone 615-340-5601

BY: Wendy Long MD
(Signature)

BY: _____

(Signature)

BY: Wendy Long MD
(Please Print or Type Name)

Tax ID# 62-06-94743

Group NPI#: 1538270673

DATE: / /

DATE: / /

PARTICIPATING DENTISTS

(Please Type or Print)

Please list the name of all individual dentists providing services under the terms of this Agreement.
If practicing at more than one location, please list additional addresses on a separate piece of paper.

Michelle Pardue
Dentist Name

general
Specialty

Kimberly Smith
Dentist Name

general
Specialty

Daranae Davis-Dudley
Dentist Name

general
Specialty

Dentist Name

Specialty

Dentist Name

Specialty

Dentist Name

Specialty

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**ATTACHMENT A
TENNCARE MEDICAID
DENTAL PANEL REIMBURSEMENT**

Provider Reimbursement

- 1.0 Provider agrees to accept as payment in full for Covered Services rendered to eligible Enrollees the lesser of billed charges or 100% of the fees as stated in Attachment A-2. DentaQuest shall give Providers thirty (30) days prior written notice of a determination that a reduction in the provider fee schedule is necessary under this Contract. Such notice shall specify the reductions being made.
- 2.0 Provider agrees to practice cost effective dentistry. Provider acknowledges that improper billing or the rendering of dental care that is determined to be unnecessary or inappropriate by the DentaQuest Dental Director, shall not be compensated and will constitute sufficient basis for termination of this agreement or other measures as described in Paragraph 3.0 below.
- 3.0 Provider acknowledges that "fee-for-service" dental reimbursement can only be maintained with the cooperation and commitment of all dental panel Enrollees to practice cost effective, quality dentistry. DentaQuest may (but may not) compile an internal "practice profile" for each Enrollee of the DentaQuest dental panel on a periodic basis. This profile will compute averages for total cost per patient. Providers, whose practice patterns deviate in a statistically significant way from the norms of the DentaQuest dental panel, may be subject to notice of probationary status and/or possible termination, subject to the appropriate notice and appeal procedures as stated herein.
- 4.0 Provider shall be required to accept TennCare reimbursement amounts for services provided under this Agreement to TennCare Enrollees and, except as otherwise provided in this Agreement, shall not be required to accept TennCare reimbursement amounts for services provided to Enrollees who are covered under another plan operated or administered by DentaQuest. Provider may seek payment from an Enrollee in the following situations:
 - 4.01 If the services are not Covered Services under the TennCare Plan Certificate and Provider has informed the Enrollee the services were not covered prior to providing the service. Provider is required to inform the Enrollee of the non-covered service and have the Enrollee acknowledge the information. If the Enrollee still requests the service, Provider shall obtain such acknowledgment in writing prior to rendering the service; or
 - 4.02 If the Enrollee's TennCare eligibility is pending at the time services are provided and if Provider informs the person that Provider will not accept TennCare assignment whether or not eligibility is established retroactively; or
 - 4.03 If the Enrollee's TennCare eligibility is pending at the time services are provided, however, all monies collected, except applicable cost share amounts must be refunded when a claim is submitted to DentaQuest if Provider agreed to accept TennCare assignment once retroactive TennCare eligibility was established. (The monies collected shall be refunded as soon as a claim is submitted and shall not be held conditionally upon payment of the claim).
- 5.0 Provider reimbursement requires receipt of a clean claim. A claim shall be considered clean only if the claim has no defect, impropriety, or particular circumstance requiring special treatment providing payment. A claim may be defective for various reasons, including without limitation because such claim requires further information, documentation, adjustment or alteration by Provider to be adjudicated by DentaQuest.
- 6.0 DentaQuest shall pay or deny ninety percent (90%) of clean claims for dental services rendered to Enrollees within thirty (30) days of receipt of a clean claim filed electronically or on paper and ninety-nine point five percent (99.5%) of clean claims filed within sixty (60) days. Provider agrees to accept electronic payment and electronic remittances if/when available.
- 7.0 In the event that TennCare deems the Contractor unable to timely process and reimburse claims and requires the Contractor to submit Provider claims for reimbursement to an alternate claims processor to ensure timely

reimbursement, the Provider shall accept reimbursement at the Contractor's contracted reimbursement rate or the rate established by TennCare, whichever is greater.

- 8.0 The TennCare Provider Independent Review of Disputed Claims process shall be available to Provider to resolve claims denied in whole or in part by DentaQuest as provided at T.C.A. § 56-32-126(b);
- 9.0 Provider shall be compliant with Section 6032 of the Deficit Reduction Act of 2005 (DRA) with regard to policy development, employee training and whistle blower protection related to The False Claims Act, 31, U.S.C. § 3729-3733, et seq.
- 10.0 TennCare Providers must follow practice guidelines for preventive health services identified by TennCare including EPSDT. EPSDT includes timely provision of exams, cleaning, fluoride treatment, sealants and referral for treatment of Child Enrollees.
- 11.0 All provider agreements executed by DentaQuest, dental providers, and subcontracting entities or organizations, pursuant to this Attachment and the Agreement shall, at a minimum, meet the requirements listed below. No other terms or conditions agreed to by DentaQuest and the Provider shall negate or supersede the following requirements:
- 11.01. All new and existing Agreements, must include a signature page that contains DentaQuest's and Provider's names, which are typed or legibly written, the Provider's entity with titles, and dated signatures of all appropriate parties;
- 11.02. Provider shall not enter into any subsequent agreements, contracts or subcontracts for any of the work contemplated under the Agreement without prior written approval of DentaQuest and TennCare.
- 11.03. Provider may not refuse to provide Medically Necessary or Covered Services to a TennCare Enrollee under the Agreement for non-medical reasons, including, but not limited to, failure to pay applicable cost sharing responsibilities. Provider hereby agrees that an Enrollee who is subject to a copayment requirement, be requested to pay applicable TennCare cost share responsibilities prior to receiving non-emergency services. However, the Provider shall not be required to accept or continue treatment of an Enrollee with whom the Provider feels he/she cannot establish and/or maintain a professional relationship;
- 11.04. Provider shall assure that the functions and/or services to be provided are within the scope of his/her professional/technical practice;
- 11.05. Provider shall comply with TennCare medical necessity rules listed at 1200-13-16;
- 11.06. Emergency services for eligible Enrollees under age twenty-one (21) shall be rendered without the requirement of prior authorization. However, the required documentation must be submitted post-treatment for retro authorizations in order for the Provider to receive payment;
- 11.07. If the Provider performs laboratory services, the Provider must meet all applicable requirements of the Clinical Laboratory Improvement Act (CLIA) of 1988 at such time that the Center for Medicare and Medicaid Services (CMS) mandates the enforcement of the provisions of CLIA;
- 11.08. Provider shall maintain an adequate record system for recording services, servicing Providers, charges, dates and all other commonly accepted information elements for services rendered to Enrollees pursuant to the Agreement (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of services performed under the Agreement). Such records must be legible and appropriately signed by the rendering Provider. Enrollees and their representatives shall be given access to the Enrollees' dental records, to the extent and in the manner provided by T.C.A §§ 63-2-101 and 63-2-102, and, subject to reasonable charges, be given copies thereof upon request. When a patient-Provider relationship with a TennCare Provider ends and the Enrollee requests that dental records be sent to a second TennCare Provider

who will be the Enrollee's primary dentist, the first Provider shall not charge the Enrollee or the second Provider for providing the dental records;

11.09. Any and all records shall be maintained by Provider for a period not less than ten (10) years from the close of this Agreement, unless otherwise required by law and shall be retained further if the records are under review or audit until the review or audit is complete. Said records shall be made available and furnished immediately upon request for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring upon request of authorized representative of DentaQuest or TennCare and other authorized Federal and State personnel;

11.10. TennCare, U.S. Department of Health and Human Services (HHS), Tennessee State Board of Dentistry, Tennessee Bureau of Investigation (TBI), State auditors, and other agencies as designated by TennCare, shall have the right to evaluate through inspection, whether announced or unannounced, or other means, any records pertinent to this Agreement, including quality, appropriateness and timeliness of services and such evaluation, and when performed, shall be performed with the cooperation of the Provider. Upon request, the Provider shall assist in such reviews including the provision of complete copies of records, reports or any other media whether electronic or hardcopy;

11.11. Provider shall be subject to monitoring, whether announced or unannounced, of services rendered to Enrollees pursuant to the Agreement between the Provider and DentaQuest to determine that services are compliant with all current, modified or future decrees, court orders, or judgments that are required of TennCare;

11.12. Whether announced or unannounced, Provider shall participate and cooperate in any internal and external QM/QI, utilization review, peer review and appeal procedures established by DentaQuest and/or TennCare;

11.13. DentaQuest shall monitor the quality of services delivered under the Agreement and initiate corrective action where necessary to improve quality of care, in accordance with that level of medical care which is recognized as acceptable professional practice in the respective community in which the Provider practices and/or the standards established by TennCare. In the event of a conflict between a Provider's opinion as to the appropriate level of care and the TennCare medical necessity rules in 1200-13-16, the TennCare Medical Necessity rules shall prevail as the controlling standard;

11.13.1. DentaQuest shall initiate corrective action if a participating Provider is not complying with State and Federal laws and regulations and TennCare policies;

11.13.2. Provider shall comply with DentaQuest's Utilization Review process conducted utilizing CMS Rat Stats statistical random sample methodology, corrective action plans initiated by DentaQuest or be subject to recoupment of funds based on extrapolation methodology, termination or other penalties as determined by TennCare;

11.14. Provider shall submit all reports and clinical information required by DentaQuest or TennCare;

11.15. Providers shall safeguard information about Enrollees according to applicable State and Federal laws and all HIPAA and HITECH regulations including, but not limited to, 42 C.F.R. §431, Subpart F, and all applicable Tennessee statutes and TennCare rules and regulations;

11.16. Provider shall promptly submit information needed to make payment;

11.17. Payment shall be made to Provider upon receipt of a clean claim properly submitted by the Provider within the required time frames as specified in T.C.A. § 56-32-126 and the Agreement;

11.18. Provider shall accept payment or appropriate denial made by DentaQuest (or, if applicable, payment by DentaQuest that is supplementary to the Enrollee's third party payor) plus the amount of any applicable cost sharing responsibilities, as payment in full for covered services provided and shall not solicit or accept any

surety or guarantee of payment from the enrollee in excess of the amount of applicable cost sharing responsibilities. The term "Enrollee" shall include the patient, parent(s), guardian, spouse or any other legally responsible person of the enrollee being served;

11.19. Provider is a political subdivision of the State of Tennessee. Provider is self-insured and governed by the provisions of the Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101 et seq., for causes of action sounding in tort;

11.20. DentaQuest and the Provider shall recognize and abide by all State and Federal laws, regulations, rules, policies, court orders and guidelines applicable to the TennCare dental benefits plan, as well as verify that the Provider continues to be properly licensed by the State Board of Dentistry;

11.21. Any changes in applicable federal and state laws and regulations, TennCare rules and policies and DentaQuest policies or revisions to the DentaQuest TennCare EPSDT Office Reference Manual or current or future court orders, and revisions of such laws or regulations shall be followed as they become effective. In the event that changes in the Agreement, as a result of revisions and applicable federal or state law materially affect the position of either party, DentaQuest and Provider shall negotiate further any amendment as may be necessary to correct any inequities, however, the term "inequities" shall not include any changes in applicable Federal and State laws and regulations, TennCare rules and policies, or revisions to the DentaQuest TennCare EPSDT Office Reference Manual or current or future court orders.

11.22. DentaQuest and Provider recognize that in the event of termination of the DBM Contract between DentaQuest and TennCare for any of the reasons described in Section E.4 of the DBM Contract, the Provider shall immediately make available to TennCare, or its designated representative, in a usable form, any or all records, whether medical or financial, related to the Provider's activities undertaken pursuant to the DentaQuest Agreement. The provision of such records shall be at no expense to TennCare;

11.23. Provider shall be required to accept TennCare reimbursement amounts for services provided under the Agreement between the Provider and DentaQuest to TennCare Enrollees and shall not be required to accept TennCare reimbursement amounts for services provided to persons who are covered under another health plan operated or administered by the DentaQuest;

11.24. DentaQuest shall give Providers prior written notice of a determination that a reduction in the Provider fee schedule is necessary under the DBM Contract and further specify that DentaQuest shall give Providers thirty (30) days prior written notice of said reductions;

11.25. Provider shall have no more than one hundred and twenty (120) calendar days from the date of rendering or subrogation in which case the Provider is pursuing payment from a third party or if an Enrollee is enrolled in the Plan with a retroactive eligibility date. In situations of enrollment in the Plan with a retroactive eligibility date, the minimum and maximum time frames for filing a claim shall begin on the date that DentaQuest receives notification from TennCare of the Enrollee's eligibility;

11.26. Provider shall comply with the Enrollee appeal process by providing all required records and documentation in a timely fashion as provided in the *Grier* Revised Consent Decree, including but not limited to, assisting an Enrollee by providing appeal forms and contact information including the appropriate address for submitting appeals for State level review;

11.27. Provider shall make TennCare Enrollees aware of their right to appeal adverse actions affecting services by displaying notices in public areas of their facility(s) in accordance with TennCare Rules, 1200-13-13-.11 and 1200-13-14-. 12;

11.28. If any requirement in the Agreement is determined by TennCare to conflict with the DBM Contract between TennCare and DentaQuest, such requirement shall be null and void and all other provisions shall remain in full force and effect;

11.29. Providers are not permitted to encourage or suggest, in writing or verbally, that TennCare children be placed into state custody in order to receive medical or behavioral services covered by TennCare;

11.30. In the event that TennCare deems DentaQuest unable to timely process and reimburse claims and requires DentaQuest to submit Provider claims for reimbursement to an alternate claims processor to ensure timely reimbursement, the Provider shall accept reimbursement at DentaQuest's contracted reimbursement rate or the rate established by TennCare, whichever is greater;

11.31. Provider warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Provider in connection with any work contemplated or performed relative to the Agreement unless otherwise authorized by the Commissioner, Tennessee Department of Finance and Administration;

11.32. Provider shall comply with requirements set forth in the Balanced Budget Act 1997 in 42 CFR §§ 422.208 and 422.210 as it applies to physician incentive plans.

11.33. Provider attests that neither they nor any of their employees are currently nor have ever been sanctioned by HHS-OIG or been prevented from participating in a federally funded program such as TennCare.

11.34. Provider, besides public health providers and dental specialists who may have limited their scope of practice to a particular specialty area, agrees to provide the full range of Medically Necessary dental procedures to TennCare Enrollees, with the understanding that referrals to dental specialists for complex procedures is anticipated.

11.35. Nondiscrimination Provisions. Provider shall not discriminate in the treatment or quality of services provided to Enrollees on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin, status as a special disabled veteran, veteran of the Vietnam Era, recently separated veterans, and other protected veteran, ancestry, health status or need for health services of such Enrollees and without regard to economic status and/or source of payments made for health services rendered to such Enrollees or any other classification protected by federal and/or state civil rights laws and regulations.

11.36. Provider agrees to comply with all applicable Federal and State civil rights laws and regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. Ch. 21, Subch. V and 45 C.F.R. pt. 80); Title III of the Americans with Disabilities Act (28 C.F.R. pt. 36 and 42 U.S.C. Ch. 126); and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 and 45 C.F.R. pt. 84); Title IX of the Education Amendments of 1972 (20 U.S.C. Ch. 38 and 45 C.F.R. pt. 86); the Age Discrimination Act of 1975 (42 U.S.C. Ch. 76 and 45 C.F.R. pts. 90 and 91); and 42 U.S.C. § 18116. Upon request from either DentaQuest or TennCare the Provider shall show proof of such nondiscrimination compliance and agrees to comply with the following requirements:

11.36. a. Shall post nondiscrimination notices in the English and Spanish languages in conspicuous places available to all employees, TennCare applicants, and Enrollees. Nondiscrimination notices are considered to be vital documents and should be available in accordance with the vital document provisions set forth in the DBM Contract.

11.36. b. Shall have written policies and procedures that demonstrate nondiscrimination in the provision of services to Enrollees. The provisions of the policies and procedures shall include, but are not limited to, providing free language assistance services to individuals with limited English proficiency and the provision of free auxiliary aids or services to individuals with disabilities.

11.36. c. The Provider shall cooperate with TennCare and DentaQuest during discrimination complaint investigations.

11.36. d. The Provider shall assist Enrollees in obtaining discrimination complaint forms and contact information for DentaQuest's Nondiscrimination coordinator.

11.36 e. Electronic and Information Technology Accessibility Requirements. To the extent that the Provider is using electronic and information technology to fulfill its obligations under this Agreement, the Provider agrees to comply with the electronic and information technology accessibility requirements under the federal civil rights laws including Section 504 and Section 508 of the Rehabilitation Act of 1973 ("Section 508") and the Americans with Disabilities Act. To comply with the accessibility requirements for Web content and non-Web electronic documents and software, the Provider shall use the most current version of the W3C's Web Content Accessibility Guidelines ("WCAG") AA or higher (For the W3C's guidelines see: <https://www.w3.org/WAI/standards-guidelines/wcag/new-in-21/>) (More resources can be found at <https://www.w3.org/WAI/> and <https://www.access-board.gov/guidelines-and-standards/communications-and-it>).

11.36.f Should the Provider not provide certain services covered under this Agreement due to their sincerely held ethical/moral beliefs and/or religious directives the Provider shall comply with the following requirements:

i. The Provider shall provide a list of the services it does not deliver due to the Ethical/Moral and Religious Directives to DentaQuest. DentaQuest shall furnish this list to the State, notating those services that are TennCare covered services. This list shall be used by DentaQuest and the State to provide information to TennCare members about where and how the members can obtain the services that are not being delivered by the Provider due to their sincerely held ethical/moral beliefs and/or religious directives.

ii. At the time of service, the Provider shall inform TennCare members of the health care options that are available to TennCare members, but are not being provided by the Provider due to their sincerely held ethical/moral beliefs and/or religious directives, but the Provider is not required to make specific recommendations or referrals. In addition, the Provider shall inform TennCare members that DentaQuest has additional information on providers and procedures that are covered by TennCare.

11.37. Cultural Competency. Provider shall participate in DentaQuest's and the Bureau's efforts to promote the delivery of services in a culturally competent manner to all Enrollees, including those with limited English proficiency (LEP) and diverse cultural and ethnic backgrounds. Provider shall make information available to Enrollees regarding treatment options and alternatives in a manner appropriate to the Enrollee's condition and ability to understand and shall have written procedures that comply with DentaQuest's policies for the provision of language assistance services, such as, interpretation and translation services for any Covered Person who needs such services

12.0 DentaQuest Obligations specific to TennCare providers

12.01. DentaQuest shall have in place written policies and procedures for the selection and/or retention of Providers and policies and procedures must not discriminate against particular Providers that specialize in conditions that require costly treatment.

12.02. DentaQuest may not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of an Enrollee who is his or her patient:

12.02. a. for the Enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

12.02. b. for any information the Enrollee needs in order to decide among all relevant treatment options;

12.02. c. for the risks, benefits, and consequences of treatment or non-treatment; and

12.02. d. for the Enrollee's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

12.03. DentaQuest shall ensure that the Provider shall use the best available information to identify Enrollees with primary insurance other than TennCare. TennCare is always the payor of last resort. In situations of enrollment in the Plan with a retroactive eligibility date, the minimum and maximum time frames for filing a claim shall begin on the date that DentaQuest receives notification from TennCare of the Enrollee's eligibility.

12.04. DentaQuest is not required to contract with dental providers beyond the number necessary to meet the needs of the Enrollees, nor precluded from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to Enrollees. TennCare requires that dental practices providing services to TennCare Enrollees be controlled by dentists licensed by the State of Tennessee ("licensed dentists"). The term "control" includes but is not limited to ownership and partnership interests. No practice in which any ownership or any partnership interests are controlled by a non-licensed dentist(s) shall become, or remain, a Provider in the TennCare dental benefits program. Change in ownership of any Provider or practice that is covered by this agreement requires a re-credentialing of the practice. A change in ownership which results in any unlicensed dentists or any other individuals who are not licensed having any practice ownership or control shall preclude the entity from being re-credentialed, or remaining credentialed with DentaQuest and the TennCare program.

12.05. DentaQuest is required by TennCare to disclose the following information regarding DentaQuest's responsibilities for outreach to TennCare Enrollees.

DentaQuest Outreach Activities: DentaQuest shall conduct regularly scheduled outreach activities designed to educate Enrollees about the availability of EPSDT services and to increase the number of children receiving services.

12.05. a. Within forty-five (45) days of execution of this Contract, DentaQuest shall submit a proposed outreach plan.

12.05.a.1. DentaQuest's plan shall identify the target population, service areas, specific outreach activities, schedule for completion and include copies of any material to be released to Enrollees.

12.05.a.2. The proposed plan and any related material shall require approval by TennCare. TennCare shall have thirty (30) days to review material and provide notice of approval or notice to make changes.

12.05.a.3. A minimum of seventy-five (75) outreach events per year shall be conducted with no less than fifteen (15) per quarter, equally distributed across all three regions. At least twenty-five (25) of the Enrollee related activities and/or events must be conducted in rural areas each year. Results of DentaQuest's dental screening rates as well as county demographics must be utilized in determining counties for targeted activities and in developing strategies for specific populations.

12.05.a.4. DentaQuest shall contact a minimum of twenty-five (25) state agencies or community-based organizations per quarter, to either educate them on services available through DentaQuest or to develop outreach and educational activities. Collaborative activities should include those designed to reach Enrollees with limited English proficiency, special health care needs, or those who are pregnant.

12.05.a.5. The Outreach Plan shall be updated annually and submitted by November 30 in a

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format specified by TennCare. An annual evaluation of the plan shall be due no later than ninety (90) days following the end of a calendar year in a format approved by TennCare. The annual evaluation shall include, but is not limited to, an assessment of the events that were conducted in the previous year. Matter # 19-243, 19-245, 19-246

12.05.a.6. DentaQuest shall be responsible for distributing annual notices to Enrollees of their dental benefit encouraging them to schedule a dental appointment.

12.05.b. DentaQuest is required to participate in the Managed Care Contractor (MCC) Collaborative, and is required to submit quarterly a dental article for publication in the teen newsletter according to a timeframe prescribed by TennCare.

12.05.c. DentaQuest shall submit quarterly reports of outreach activities in a format approved by TennCare.

12.05.d. If DentaQuest's TennCare Kids dental screening rate is below eighty percent (80%), DentaQuest shall conduct a new initiative, approved by TennCare, to increase participation of all children who have not received screenings.

12.06 Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Dental Services. Performance objectives have been established for providing EPSDT services. DentaQuest will be evaluated on those performance objectives using the annual CMS 416 report which measures the following: any dental service provided using ADA CDT codes D0100-D9999; preventive dental services provided using ADA CDT codes D1000-D1999 and dental treatment services provided using ADA CDT codes D2000-D9999.

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Attachment A-1
TennCare Terms and Definitions

As used in this Agreement, the terms below shall have the following respective meanings. All other capitalized terms used in the Agreement but not defined below shall have the meanings set forth in the Agreement.

Adverse Benefit Determination – An adverse action taken by DentaQuest that affects TennCare services or that relate to an Enrollee's benefits. *See 42 C.F.R. § 438.400.* An Adverse Benefit Determination shall mean, but is not limited to, a delay, denial, reduction, suspension or termination of TennCare benefits, as well as any other act or omission of the TennCare Program which impairs the quality, timeliness, or availability of such benefits. *See TennCare Rule 1200-13-13-.01 and TennCare Rule 1200-13-14-.01.*

Agreement – The Provider Agreement between DentaQuest and Provider, including all DentaQuest Policies & Procedures and all attachments thereto.

Appeal Process – The process whereby an Enrollee exercises their right to contest verbally or in writing any adverse action taken by DentaQuest to deny, reduce, terminate, delay or suspend a Covered Service as well as any other acts or omissions of DentaQuest which impair the quality, timeliness, or availability of such benefits. The appeal process shall be governed by TennCare rules, regulations, and any and all applicable court orders and consent decrees. *See TennCare Rule 1200-13-13-.01 and TennCare Rule 1200-13-14-.01.*

Benefits – shall mean the health care package of services developed by TennCare and which define the covered services available to TennCare Enrollees. The Agreement focuses on Dental benefits although Benefits provided by the Enrollee's Managed Care Organization (MCO) are sometimes mentioned. *See TennCare Rule 1200-13-13-.01 and TennCare Rule 1200-13-14-.01*

Clean Claim – A claim received by DentaQuest for adjudication that requires no further information, adjustment, or alteration by the Provider of the services in order to be processed by TennCare.

DBM Contract or TennCare Dental Benefits Manager Contract - shall mean the contract between TennCare and DentaQuest, identified as Edison Contract ID # 222275, wherein DentaQuest contracted to be responsible for the financial, clinical and managerial aspects of the TennCare dental benefits management (DBM) program.

Covered Service – shall mean dental services, benefit services and benefits that are Medically Necessary, including EPSDT services, and that satisfy all the criteria set forth in the TennCare Program rules, policies, the Provider DentaQuest TennCare EPSDT Office Reference Manual and the Agreement. *See also TennCare Rule 1200-13-13-.01 and TennCare Rule 1200-13-14-.01.*

Dental Benefits Manager (DBM) – Dental Benefits Manager shall mean a contractor approved by the Tennessee Department of Finance and Administration to provide dental benefits to Enrollees in the TennCare Program to the extent such services are covered by TennCare. *See TennCare Rule 1200-13-13-.01 and TennCare Rule 1200-13-14-.01.*

Dental Home – A dental practice that maintains an ongoing relationship between the dentist and the patient inclusive of all aspects of oral health care delivered in a comprehensive, medically necessary, continuously accessible and coordinated way.

DentaQuest - shall refer to DentaQuest USA Insurance CO., INC.

DentaQuest Service Area - shall be defined as the State of Tennessee.

Division of TennCareSM - shall mean the Tennessee Department of Finance and Administration, Division of TennCare responsible for administering the TennCareSM Program.

Early and Periodic Screening, Diagnosis and Treatment (EPSDT) – In Tennessee this program is also referred to by its program name, **TennCare Kids**. EPSDT is a covered benefit for Medicaid-enrolled children only, and shall mean:

- (a) Screening in accordance with professional standards, interperiodic diagnostic services to determine the existence of physical or mental illnesses or conditions of TennCare Medicaid Enrollees under age twenty-one (21); and
- (b) Health care, treatment and other measures described in 42 U.S.C. § 1396a (a) to correct or ameliorate any defects and physical and mental illnesses and conditions discovered. *See TennCare Rule 1200-13-13-.01 and TennCare Rule 1200-13-14-.01.*

Emergency Medical Condition – Emergency Medical Condition, including emergency mental health and substance abuse emergency treatment services, shall mean the sudden and unexpected onset of a medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to potentially result in:

- Placing the person’s (or with respect to a pregnant woman, her unborn child’s) health in serious jeopardy; or
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

For Medicaid Enrollees only, copayments are not required for emergency services. *See TennCare Rule 1200-13-13-.01 and TennCare Rule 1200-13-14-.01.*

Emergency Services – Covered inpatient and outpatient Emergency Medical Condition services that are furnished by a Provider who is qualified to furnish these services and that are needed to evaluate or stabilize an Emergency Medical Condition.

Enrollee – Enrollee shall mean an individual eligible for and enrolled in the TennCare Program or in any Tennessee federal Medicaid waiver program approved by the Secretary of the US Department of Health and Human Services pursuant to Sections 1115 or 1915 of the Social Security Act.

Federal – United States of America

Health Insurance Portability and Accountability Act of 1996 (HIPAA) – Mandates the use of standards for the electronic exchange of health care data; to specify what medical and administrative code sets should be used within those standards; to require the use of national identification systems for health care patients, Providers, payers (or plans), and employers (or sponsors); and to specify the types of measures required to protect the security and privacy of individually identifiable health care information.

Health Information Technology for Economic and Clinical Health (HITECH) Act – Enacted to improve health care quality, safety and efficiency through the promotion of health information technology (HIT) and the electronic exchange of health information; to adopt an initial set of standards, implementation specifications, and certification criteria to enhance the interoperability, functionality, utility, and security of health information technology; and to establish the capabilities and related standards that certified electronic health record technology (Certified HER Technology) shall need to include in order to, at a minimum, support the achievement of the proposed meaningful use by eligible professionals and eligible hospitals.

Medically Necessary - Defined by Tennessee Code Annotated, Section 71-5-144, and shall describe a medical item or service that meets the criteria set forth in that statute. The term “medically necessary,” as defined by Tennessee Code Annotated, Section 71-5-144, applies to TennCare Enrollees. Implementation of the term “medically necessary” is provided for in the TennCare rules, consistent with the statutory provisions, which control in case of ambiguity. No Enrollee shall be entitled to receive and TennCare shall not be required to pay for any items or services that fail fully to satisfy all criteria of “medically necessary” items or services, as defined either in the statute or in the Medical Necessity rule chapter at 1200-13-16. *See TennCare Rule 1200-13-13-.01 and TennCare Rule 1200-13-14-.01.*

Enrollee Grievance – shall mean an Enrollee’s right to contest an action taken by DentaQuest or the Provider that does not meet the definition of Adverse Action.

Non-covered Benefit/Services – Items and services that are not within the scope of defined benefits for which a beneficiary is eligible under TennCare, including cost-effective alternative services and medical items and services that are in excess of any applicable limits on such items or services that might otherwise be covered. With the exception of cost effective alternative services, non-covered services under TennCare, including medical items and services in excess of benefit limits, are never to be paid for by TennCare, even if they otherwise would qualify as “medically necessary”, regardless of the medical circumstances involved.

Plan – shall mean TennCare.

Provider or Participating Provider - shall mean a TennCare provider, as defined herein and in the TennCare Rules, who has entered into a contract with DentaQuest.

Protected Health Information (PHI) – Individually identifiable health information held or maintained by a covered entity or its business associates that is transmitted or maintained in any form or medium. This includes identifiable demographic and other information relating to the past, present or future physical or mental health or condition of an individual, or the provision or payment of health care to an individual that is created or received by a health care provider, health plan, employer, or health care clearinghouse. For purposes of the Privacy Rule, genetic information is considered to be health information.

Provider/DentaQuest TennCare EPSDT Office Reference Manual (ORM) – The manual provided that clearly defines TennCare Program covered services, limitations, exclusions and utilization management procedures, including, but not limited to, prior approval requirements and special documentation requirements (hospital readiness form, orthodontic readiness form, documentation of nutritional problems [general pediatric records including growth data], speech/hearing evaluations [may include school records]) for treatment of Enrollees. The terms of the Provider DentaQuest TennCare EPSDT Office Reference Manual are incorporated by reference into the DentaQuest Provider agreement. In the event of a discrepancy between the ORM and the TennCare Rules, the TennCare Rules shall apply.

Specialty Services – Includes Endodontic, Oral Surgery, Orthodontics, Pediatric Dentistry, Periodontics, and Prosthodontics.

State – State of Tennessee.

TennCare– The program administrated by the Single State agency as designated by the State and CMS pursuant to Title XIX of the Social Security Act and the Section 1115 Research and Demonstration waiver granted to the State of Tennessee. *See TennCare Rule 1200-13-13-.01 and TennCare Rule 1200-13-14-.01.*

Unsecured PHI – Protected health information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of DHHS.

Vital Documents – Consent and complaint forms, intake and application forms with the potential for important consequences, and notices pertaining to the reduction, denial, delay, suspension or termination of services. All vital documents shall be available in Spanish and in accordance with the vital document provisions set forth in the Dental Benefits Manager (DBM) agreement between DentaQuest and TennCare.

REVISED
TDCI TennCare Oversight
May 22, 2019
Matter # 19-245

APPROVED
TDCI TennCare Oversight
June 5, 2019
Matter # 19-343, 19-344
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APPROVED
TDCI TennCare Oversight
June 3, 2019
Matter # 19-243, 19-245, 19-246

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APPROVED
TDCI TennCare Oversight
June 3, 2019
Matter # 19-243, 19-245, 19-246

**AUTHORIZATION TO HONOR DIRECT AUTOMATED CLEARING HOUSE (ACH) CREDITS
DISBURSED BY DENTAQUEST, LLC**

INSTRUCTIONS

1. Complete all parts of this form.
2. Execute all signatures where indicated. If account requires counter signatures, both signatures must appear on this form.
3. **IMPORTANT:** Attach voided check from checking account.

MAINTENANCE TYPE:

_____ Add
_____ Change (Existing Set Up)
_____ Delete (Existing Set Up)

ACCOUNT HOLDER INFORMATION:

Account Number: _____

Account Type: _____ Checking
_____ Personal _____ Business (choose one)

Bank Routing Number:

Bank Name: _____

Account Holder Name: _____

Effective Start Date: _____

As a convenience to me, for payment of services or goods due me, I hereby request and authorize **DentaQuest, LLC** to credit my bank account via Direct Deposit for the (agreed upon dollar amounts and dates.) I also shall accept my remittance statements online and understand paper remittance statements will no longer be processed.

This authorization will remain in effect until revoked by me in writing. I agree you shall be fully protected in honoring any such credit entry.

I understand in endorsing or depositing this check that payment will be from Federal and State funds and that any falsification, or concealment of a material fact, may be prosecuted under Federal and State laws.

I agree that your treatment of each such credit entry, and your rights in respect to it, shall be the same as if it were signed by me. I fully agree that if any such credit entry be dishonored, whether with or without cause, you shall be under no liability whatsoever.

Date

Print Name

Phone Number

Signature of Depositor (s) (As shown on Bank records for the account, which this authorization applicable.)

Legal Business/Entity Name (As appears on W-9 submitted to DentaQuest)

Tax Id (As appears on W-9 submitted to DentaQuest)

ACH Authorization

REVISED
TDCI TennCare Oversight
May 22, 2019
Matter # 19-245

APPROVED
TDCI TennCare Oversight
June 5, 2019
Matter # 19-343, 19-344

APPROVED
TDCI TennCare Oversight
June 3, 2019
Matter # 19-243, 19-245, 19-246

Please attach your VOIDED check here

NAME ADDRESS CITY, STATE ZIP 0123
01-23456789

DATE

PAY TO THE ORDER OF \$

BANK NAME ADDRESS CITY, STATE ZIP COLI ASS

FOR

⑆012345678⑆ 012345678901234 0123

Bank Routing Number Bank Account Number Check Number

NAME ADDRESS CITY, STATE ZIP 0123
01-23456789

DATE

PAY TO THE ORDER OF \$

BANK NAME ADDRESS CITY, STATE ZIP COLI ASS

FOR

⑆012345678⑆ 012345678901234 0123

Bank Routing Number Bank Account Number Check Number

Legal Business/Entity Name: _____

Tax ID Number _____

ACH Authorization

DentaQuest USA Insurance Dental Provider Service Agreement

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Wendy Long MO
Wendy Long, MD, MPH
Director, Metro Public Health Department

6/13/19
Date

Carol Etherington
Carol Etherington, MSN, RN, FAAN
Chair, Board of Health

6/13/19
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal
Talia Lomax-O'dneal
Director, Department of Finance

6-2-19
Date

APPROVED AS TO RISK AND INSURANCE:

B. O. W.
Director of Risk Management Services

6/26/19
Date

APPROVED AS TO FORM AND LEGALITY:

J. Alex D. Gibson
Metropolitan Attorney

6/26/19
Date

FILED:

Metropolitan Clerk

Date